Resolution authorizing the Public Works Director to award County vehicle fueling contract to lowest responsible bidder with bid opening set for Thursday, June 18, 1998 at 10:00 a.m. at the Public Works office.

Bids will be for premium unleaded, regular unleaded, diesel and other by-products such as, oil and greases, used in the everyday operation of the fleet. See attached list.

The bid is to be for three years starting July 1, 1998 ending June 30, 2001 with two additional one-year options.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Advertising for bids is made per Mariposa County Ordinance No. 761, which requires notice to the Board of the proposed time and place of the bid opening.

Resolution No. 92-325 awarded original bid to Chase's Foothill Petroleum effective July 1, 1992. Resolution No. 96-211 authorized extension of bid to Chase's Foothill Petroleum.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not re-bid and continue with current supplier.
TO: MIKE EDWARDS, Public Works Director
    Attn: Marty Allan

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: County Vehicle Fuel Contract; Res. 98-187

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on May 19, 1998

ACTION AND VOTE:

Approval of Consent Agenda (See End of Minutes)

BOARD ACTION: Supervisor Balmain pulled item 5. Supervisor Stewart pulled items 9 and 13. Chair Reilly advised that Probation Officer requested that item 10 be continued to May 26, 1998. (M)Balmain, (S)Pickard, balance of items were approved/Ayes: Unanimous. Discussion was held with Mike Edwards, Public Works Director, and Marty Allan, PWD-Fleet Fiscal Manager, relative to including aviation fuel in the County vehicle fuel contract – Public Works advised that they will continue to research options for lowering the fuel costs at the Airport. (M)Balmain, (S)Stewart, item 5 was approved/Ayes: Unanimous. Following discussion with Jim Moffett, Chief Probation Officer, (M)Stewart, (S)Pickard, item 9 was approved/Ayes: Unanimous. Following discussion relative to item 13 and the process for Board member appointments, (M)Stewart, (S)Pickard, item 13 was approved/Ayes: Unanimous.

CA-5 Resolution Adopting Bid Specifications and Authorizing the Public Works Director to Award County Vehicle Fuel Contract to the Lowest Responsible Bidder with Bid Opening Set for Thursday, June 18, 1998 at 10:00 a.m. at the Public Works Office (Public Works); Res. 98-187

cc: Ken Hawkins, Auditor
    File
NOTICE TO BIDDERS

GASOLINE AND DIESEL FUEL
FOR MARIPOSA COUNTY FACILITIES
PWB 98-02

Sealed bids for gasoline and diesel fuel for Mariposa County Facilities, Public Works' Bid PWB 98-02, will be received by the Public Works Department, 4639 Ben Hur Road, Mariposa, CA 95338, until 10:00 a.m. on Thursday, June 18, 1998. Opening of bids will be at 10:00 a.m. on Thursday June 18, 1998 at the office of the Public Works Department. Postmarks will not be accepted as proof of delivery.

All bids shall be in a sealed envelope and be clearly marked "SEALLED BID No. PWB 98-02" on the front. Bids may be mailed or hand delivered to the Public Works Department and shall conform to the time restrictions above. A listing of County facilities to be included in the bid and the bid instructions are available at the Public Works Department.

The contract period of the successful bidder will be in effect from July 1, 1998 to June 30, 2001.
COUNTY OF MARIPOSA

BID SPECIFICATIONS

FOR

GASOLINE, DIESEL FUEL, OILS AND FLUIDS USED IN OPERATION OF THE COUNTY FLEET

PWB 98-02

SCOPE:

This bid is for three (3) years with two (2) additional one-year options for the County of Mariposa for gasoline, diesel and oils and fluids used in the operation of the County fleet. The Notice of Award of Contract is anticipated to be issued on July 1, 1998, with the contract extending through June 30, 2001. The entire package will be bid as a whole and not divided among bidders.

PRICE:

Prices shall be quoted as DIFFERENTIALS. Differentials will be truncated to four (4) digits past the decimal (example: $.12345 will be calculated as $.1234).

All prices shall be F.O.B. destination. Bids quoting other than F.O.B. destination will be rejected.

All prices quoted shall be exclusive of State and Local Sales or Use Tax.

The unit price quoted on the contract price sheet shall include all rental or other costs for use of non-County tanks during the contract period, as well as any costs for tank installation and/or removal.

PRICES SHALL BE FIRM FOR THE CONTRACT PERIOD. HOWEVER, VENDORS WILL BE ALLOWED TO FLUCTUATE THEIR PRICE WITH THE POSTED PRICE AS FOLLOWS:

THE PRICE POSTED BY THE "OIL PRICING INFORMATION SERVICE (OPIS)" FOR FRESNO RACKS, SHALL BE ESTABLISHED AS THE BASE PRICE. BIDDER SHALL QUOTE A DIFFERENTIAL THAT SHALL NOT CHANGE DURING THAT CONTRACT PERIOD. (NOTE INVOICING REQUIREMENT BELOW.) PRICES WILL BE BASED ON OPIS "DAILY AVERAGE" (UNBRANDED).

TANKS:

Contractor will cooperate fully with previous supplier, if necessary, to arrange change-out of tanks and credit County for unused fuel in the tanks. There shall be little or no interruption of service to the County.
BID REQUIREMENTS:

The card lock system must be a two (2) card system, one (1) assigned to a County employee and one (1) assigned to a vehicle. Cards are to be supplied by the contractor. Replacement cards must be readily available. Cards to be for restricted product. Local networking service will be required.

QUANTITY:

The total quantity shown is approximate and is for bid evaluation purposes only. The quantity is not guaranteed.

Any contract resulting from this bid will expire on June 30, 2001, and may be renewed on an annual basis for two (2) additional years by mutual consent.

The County will not be obligated or required to purchase any of the contractor's surplus inventory resulting from the expiration of this contract.

The County may purchase fuel from other than the contractor in the event of an emergency.

MINIMUM ORDER:

Requests for delivery shall state which tank(s) are to be filled at each location. Less than minimum deliveries may be made when agreed to by both the contractor and the using location (i.e. "keep full" deliveries).

REGULAR DELIVERY REQUIREMENTS:

Delivery is to be completed in full within 24-hours of the receipt of order by the contractor for outlying areas listed.

Contractor agrees to deliver fuel during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except County-observed holidays.

EMERGENCY FUELING REQUIREMENTS:

Emergency fueling for emergency vehicles must be available during power outages and emergency situations.

Deliveries requested outside the regular working hours and days shall be considered an emergency. Additional charge for delivery shall be $_________ (bidder to complete). This charge shall be per quarter hour, "portal to portal", and shall be a non-award factor.
Emergency deliveries are not anticipated to occur and shall be kept to a minimum by the ordering agencies. Emergency orders may be placed by telephone with the written order presented to the contractor at the time of delivery.

Contractor is required to advise the Department of Public Works, Fleet Maintenance Division, of any repetitive emergencies occurring at a single site.

ALLOCATIONS:

In the event the contractor’s supply of awarded items is reduced for reasons beyond the contractor’s control to a level which prevents the supply of the County’s requirements in full, the contractor agrees to supply the County no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the County reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

ORDERING PROCEDURE:

Items will be ordered by the Public Works Department directly from the contractor.

DELIVERY LOCATIONS:

Typically, many of the delivery locations are semi-remote, and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances, smaller-than-normal trucks may be required. During the winter or periods of inclement weather, making deliveries may be especially difficult. Snow chains may be required. BIDDERS NOT FAMILIAR WITH THE PHYSICAL SURROUNDINGS OF ANY LOCATION ARE STRONGLY ADVISED TO PERSONALLY VIEW THOSE LOCATIONS PRIOR TO BIDDING. Lack of familiarity with a delivery location will in no way relieve a contractor from his responsibility to fulfill a contract in full accordance with the terms and conditions of this bid.

DELIVERY EQUIPMENT:

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location. These vehicles shall be equipped as required by applicable laws, rules, or regulations with all components such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable County personnel to verify quantities delivered.

INVOICING REQUIREMENTS:

An itemized monthly billing listing the following by vehicle: date, time, type of fuel, operator, price at time of fueling, odometer or hour meter reading, quantity pumped and total for month.
The contractor shall render invoices as instructed by the County Public Works Department. In addition to the above, billing must be submitted on a 3-inch disk or modem, compatible for down-loading into the County's cost accounting software to eliminate manual data entry.

Invoices must reflect the tank number and/or location.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall perform all deliveries to County facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering County personnel or property.

Contractor shall have adequate equipment for delivery of goods on proposed contract.

Contractor shall have adequate on-site office and personnel resources for responding to the County’s needs, on weekdays during the hours of 7:30 a.m. through 5:00 p.m. Contractor shall have 24-hour, 7-day emergency telephone service. If contractor cannot meet this requirement, indicate alternative plan to provide equivalent level of service.

MODIFICATION OF CONTRACT:

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modification shall be in writing, signed and dated by authorized representatives of each party.

Any questions regarding this bid proposal can be referred to Marty Allan at Mariposa County Public Works Department, (209) 966-5356.
## COUNTY FUEL TANKS
### AS OF JUNE 30, 1997
#### FOR FISCAL YEAR 1996-97

<table>
<thead>
<tr>
<th>USING DEPARTMENT</th>
<th># OF TANKS</th>
<th>LOCATION</th>
<th>SIZE</th>
<th>TYPE OF FUEL</th>
<th>1996-97 USAGE</th>
<th>DIFFERENTIAL $ PER GAL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff's Office</td>
<td>1</td>
<td>Don Pedro</td>
<td>1000</td>
<td>Prem. Unleaded</td>
<td>4,346</td>
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<tr>
<td>Sheriff's Office</td>
<td>1</td>
<td>Don Pedro</td>
<td>550</td>
<td>Diesel</td>
<td>1,066</td>
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<td></td>
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<td>1</td>
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<td>Coulterville</td>
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<td>Reg. Unleaded</td>
<td>7,280</td>
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<td>Coulterville</td>
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<td>Diesel</td>
<td>6,926</td>
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<tr>
<td>Special Districts</td>
<td>1</td>
<td>Yosemite West</td>
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<td>1,331</td>
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<td>Special Districts</td>
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<td>County Fire</td>
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<td>Diesel</td>
<td>44,169</td>
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### TOTALS
- Reg. Unleaded: 97,660
- Prem. Unleaded: 8,039
- Diesel: 44,169

### TOTAL GALLONS: 149,868
## OILS & FLUIDS USED

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<tr>
<th>DESCRIPTION / REQUIREMENTS</th>
<th>TUBES</th>
<th>QUARTS</th>
<th>GALLONS</th>
<th>5 GAL. PAILS</th>
<th>1/4 DRUMS</th>
<th>55 GAL. DRUMS</th>
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<td>API SJ/SH, ILSAC GF-2/GF-1</td>
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<tr>
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<td>MERCON/DEXRON III</td>
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<td>TORQUE FLUID 56</td>
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<td>HIGH SPEED WHEEL GREASE</td>
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</tr>
</tbody>
</table>

Indicate price in the appropriate column.
SIGNATURE OF BIDDER WITH BUSINESS ADDRESS THIS ____________ DAY OF
______________________________, 1998.

SIGNATURE: ________________________________
TITLE: ________________________________
BUSINESS: ________________________________
ADDRESS: ________________________________

THE MARIPOSA COUNTY BOARD OF SUPERVISORS RESERVES THE RIGHT TO
REJECT ANY OR ALL BIDS.
INTEROFFICE MEMO:

TO: Margie Williams, Clerk of the Board

FROM: Marty Allan, Fleet/Fiscal Manager

SUBJECT: Board Item for Fuel Contract Scheduled for May 19, 1998

Margie, we have made a few revisions to the bid specifications for the above Board item. Could you please have them replaced in the Board packets for Tuesdays meeting.

Thanks, Marty
COUNTY OF MARIPOSA

BID SPECIFICATIONS

FOR

GASOLINE, DIESEL FUEL, OILS AND FLUIDS USED IN OPERATION OF THE COUNTY FLEET

PWB 98-02

SCOPE:

This bid is for three (3) years with two (2) additional one-year options for the County of Mariposa for gasoline, diesel and oils and fluids used in the operation of the County fleet. The Notice of Award of Contract is anticipated to be issued on July 1, 1998, with the contract extending through June 30, 2001. The entire package will be bid as a whole and not divided among bidders.

PRICE:

Prices shall be quoted as DIFFERENTIALS. Differentials will be truncated to four (4) digits past the decimal (example: $.12345 will be calculated as $.1234).

All prices shall be F.O.B. destination. Bids quoting other than F.O.B. destination will be rejected.

All prices quoted shall be exclusive of State and Local Sales or Use Tax.

The unit price quoted on the contract price sheet shall include all rental or other costs for use of non-County tanks during the contract period, as well as any costs for tank installation and/or removal.

Bidders must indicate the differential from the base price, the resulting price per gallon and the extension when multiplied by the annual usage. Differential shall be considered an addition unless annotated with the minus (-) sign.

PRICES SHALL BE FIRM FOR THE CONTRACT PERIOD. HOWEVER, VENDORS WILL BE ALLOWED TO FLUCTUATE THEIR PRICE WITH THE POSTED PRICE AS FOLLOWS:

THE PRICE POSTED BY THE "OIL PRICING INFORMATION SERVICE (OPIS)" FOR FRESNO AND STOCKTON RACKS, SHALL BE ESTABLISHED AS THE BASE PRICE. BIDDER SHALL QUOTE A DIFFERENTIAL THAT SHALL NOT CHANGE DURING THAT CONTRACT PERIOD. (NOTE INVOICING REQUIREMENT BELOW.) THE BEGINNING BASE PRICE IS SHOWN AT THE TOP OF THE CONTRACT BID SHEET. BIDDERS SHALL NOT CHANGE THIS BEGINNING BASE PRICE FIGURE. THE BEGINNING BASE PRICE SHALL BE USED TO EVALUATE THE BIDS. IF THE PUBLICATION DOES NOT POST ONE OR TWO WEEKS, THE PRIOR WEEK'S PRICE SHALL BE USED.
TANKS:

Contractor will cooperate fully with previous supplier, if necessary, to arrange change-out of tanks and credit County for unused fuel in the tanks. There shall be little or no interruption of service to the County.

BID REQUIREMENTS:

The card lock system must be a two (2) card system, one (1) assigned to a County employee and one (1) assigned to a vehicle. Cards are to be supplied by the contractor. Replacement cards must be readily available. Cards to be locked out for regular or diesel.

QUANTITY:

The total quantity shown is approximate and is for bid evaluation purposes only. The quantity is not guaranteed.

Any contract resulting from this bid will expire on June 30, 2001, and may be renewed on an annual basis for two (2) additional years by mutual consent.

The County will not be obligated or required to purchase any of the contractor’s surplus inventory resulting from the expiration of this contract.

The County may purchase fuel from other than the contractor in the event of an emergency.

MINIMUM ORDER:

Requests for delivery shall state which tank(s) are to be filled at each location. Less than minimum deliveries may be made when agreed to by both the contractor and the using location (i.e. "keep full" deliveries).

REGULAR DELIVERY REQUIREMENTS:

Delivery is to be completed in full within 24-hours of the receipt of order by the contractor for outlying areas listed.

Contractor agrees to deliver fuel during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except County-observed holidays.

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Contractor is required to advise the Department of Public Works, Fleet Maintenance Division, of any repetitive emergencies occurring at a single site.

ALLOCATIONS:

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ORDERING PROCEDURE:

Items will be ordered by the Public Works Department directly from the contractor.

DELIVERY LOCATIONS:

Typically, many of the delivery locations are semi-remote, and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances, smaller-than-normal trucks may be required. During the winter or periods of inclement weather, making deliveries may be especially difficult. BIDDERS NOT FAMILIAR WITH THE PHYSICAL SURROUNDINGS OF ANY LOCATION ARE STRONGLY ADVISED TO PERSONALLY VIEW THOSE LOCATIONS PRIOR TO BIDDING. Lack of familiarity with a delivery location will in no way relieve a contractor from his responsibility to fulfill a contract in full accordance with the terms and conditions of this bid.

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INVOICING REQUIREMENTS:

An itemized monthly billing listing the following by vehicle: date, time, type of fuel, operator, price at time of fueling, odometer or hour meter reading, quantity pumped and total for month.

The contractor shall render invoices as instructed by the County Public Works Department. In addition to the above, billing must be submitted on a 3-inch disk, compatible for down-loading into the County's cost accounting software to eliminate manual data entry.

Invoices must reflect the tank number and/or location.
CONTRACTOR'S RESPONSIBILITY:

The contractor shall perform all deliveries to County facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering County personnel or property.

Contractor shall have adequate equipment for delivery of goods on proposed contract.

Contractor shall have adequate office and personnel resources for responding to the County's needs, including telephone coverage week days during the hours of 8:00 a.m. through 5:00 p.m.

MODIFICATION OF CONTRACT:

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modification shall be in writing, signed and dated by authorized representatives of each party.

Any questions regarding this bid proposal can be referred to Marty Allan at Mariposa County Public Works Department, (209) 966-5366.
<table>
<thead>
<tr>
<th>USING DEPARTMENT</th>
<th># OF TANKS</th>
<th>LOCATION</th>
<th>SIZE</th>
<th>TYPE OF FUEL</th>
<th>1996-97 USAGE</th>
<th>DIFFERENTIAL $ PER GAL.</th>
</tr>
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<tbody>
<tr>
<td>Sheriff's Office</td>
<td>1</td>
<td>Don Pedro</td>
<td>1000</td>
<td>Prem. Unleaded</td>
<td>4,346</td>
<td></td>
</tr>
<tr>
<td>Sheriff's Office</td>
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<td>Don Pedro</td>
<td>550</td>
<td>Diesel</td>
<td>1,066</td>
<td></td>
</tr>
<tr>
<td>Boating</td>
<td>1</td>
<td>Boating</td>
<td>550</td>
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<td>3,693</td>
<td></td>
</tr>
<tr>
<td>All</td>
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<td>Coulterville</td>
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<td>7,280</td>
<td></td>
</tr>
<tr>
<td>All</td>
<td>1</td>
<td>Coulterville</td>
<td>1000</td>
<td>Diesel</td>
<td>6,926</td>
<td></td>
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<tr>
<td>Special Districts</td>
<td>1</td>
<td>Yosemite West</td>
<td>1000</td>
<td>Diesel</td>
<td>1,331</td>
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<tr>
<td>Special Districts</td>
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<td>Yosemite West</td>
<td>500</td>
<td>Reg. Unleaded</td>
<td>1,130</td>
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<tr>
<td>County Fire</td>
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<td>Lushmeadows</td>
<td>350</td>
<td>Diesel</td>
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<td>County Fire</td>
<td>1</td>
<td>Ponderosa Basin</td>
<td>550</td>
<td>Reg. Unleaded</td>
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<tr>
<td>County Fire</td>
<td>1</td>
<td>Ponderosa Basin</td>
<td>500</td>
<td>Diesel</td>
<td>350</td>
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<tr>
<td>All</td>
<td>1</td>
<td>Cardlock</td>
<td></td>
<td>Reg. Unleaded</td>
<td>88,900</td>
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<tr>
<td>All</td>
<td></td>
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<td>Diesel</td>
<td>33,896</td>
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<td><strong>TOTALS</strong></td>
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<td>97,660</td>
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<tr>
<th>TYPE OF FUEL</th>
<th>1996-97 USAGE</th>
<th>DIFFERENTIAL $ PER GAL.</th>
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<td>Reg. Unleaded</td>
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<td>Prem. Unleaded</td>
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<td>Diesel</td>
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| TOTAL GALLONS       | 149,868      |

05/05/98 04:37:33 PM O:\Wb3\County\fuel tanks.wb3
## OILS & FLUIDS USED

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<tr>
<th>DESCRIPTION</th>
<th>TUBES</th>
<th>QUARTS</th>
<th>GALLONS</th>
<th>5 GAL. PAILS</th>
<th>1/4 DRUMS</th>
<th>55 GAL. DRUMS</th>
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<td>10W30</td>
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</table>

Indicate price in the appropriate column.
SIGNATURE OF BIDDER WITH BUSINESS ADDRESS THIS _____________ DAY OF
______________________________, 1998.

SIGNATURE: ________________________________________________

TITLE:  ___________________________________________________

BUSINESS: ________________________________________________

ADDRESS: ________________________________________________

THE MARIPOSA COUNTY BOARD OF SUPERVISORS RESERVES THE RIGHT TO
REJECT ANY OR ALL BIDS.